

20. Award CC-1204-03/BJC – Northwest Service Area Flow Meter Replacement, to Interstate Engineering Corporation, Boca Raton (\$289,000.00).

CC-1204-03/BJC will provide for all labor, materials, equipment, coordination, transportation and incidentals necessary for the replacement of thirteen (13) existing raw and finished water flow meters at three (3) existing water treatment plants in Seminole County's Northwest Service Area. This includes raw and finished water piping modifications to install the replacement flow meters along with electrical connection of flow meter signals to the existing plant control systems. Modifications to Seminole County's existing SCADA system is also required as part of this project.

This project was publicly advertised and the County received eight (8) responses. The Review Committee, which consisted of Stan Brown, Utilities Division; Richard Gerling, Utilities Division and Tom Owens, Utilities Division, evaluated the submittals. Consideration was given to the firm's qualifications, experience and cost of the project.

The Review Committee recommends award of the contract to the lowest responsible, responsive Bidder, Interstate Engineering Corporation, Boca Raton, in the amount of \$289,000.00. Bidder #1, Azurix North America Operations & Maintenance, Inc., New Port Richey was considered non-responsive for providing a bid for equipment that are not acceptable as equal to the equipment required by the specifications in the bid documents. Documentation is provided in the backup. The completion time for this project is one hundred fifty (150) calendar days from the issuance of the Notice to Proceed by the County.

This is a budgeted project and funds are available in account number 087801-536-56065000 (Water and Sewer, Construction in Progress) CIP #DF85072X. Environmental Services/Utilities Division and Fiscal Services/Purchasing and Contracts Division recommend the Board to approve the project and authorize the Chairman to execute the agreement as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the Bid Documents.

**B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET**

BID NUMBER: CC-1204-03/BJC
 BID TITLE: Northwest Service Area Flow Meter Replacement
 OPENING DATE: March 12, 2003, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 2

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Azurix North America Operations & Maintenance, Inc. 4925 Cross Bayou Blvd. New Port Richey, FL 34652 (727) 848-4203 – Phone (727) 848-9540 – Fax Gary Deremer	Interstate Engineering Corp. 2200 North Federal Highway, Suite 223 Boca Raton, FL 33431 (561) 394-4345 – Phone (561) 394-6693 – Fax Arnold Pike	Wharton-Smith, Inc. 750 County Road Lake Monroe, FL 32747 (407) 321-8410 – Phone (407) 323-1236 – Fax George Smith	Pro-Tech Air Conditioning 2425 Silver Star Road Orlando, FL 32804 (407) 291-1642 – Phone (407) 522-0445 – Fax Gary Trytten
TOTAL AMOUNT OF BID	\$200,693.00	\$289,000.00	\$297,000.00	\$336,000.00
Addenda (None)		N/A	N/A	N/A
Bid Bond		Yes	Yes	Yes
Trench Safety Act	Non-Responsive	Yes	Yes	Yes
Bidder Information Form		Yes	Yes	Yes
Experience of Bidder		Yes	Yes	Yes
Non-Collusion Affidavit		Yes	Yes	Yes
Certificate of Nonsegregated Facility		Yes	Yes	Yes

Azurix North America – Non-responsive for not meeting equipment specifications as required in the bid documents – Posted 4/09/2003.

Posted: 3/13/2003

Recommendation of Award: Interstate Engineering Corporation, Boca Raton – Posted 4/09/2003

BCC for award: 4/22/2003

**B.C.C. - SEMINOLE COUNTY, FL
BID TABULATION SHEET**

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BID NUMBER: CC-1204-03/BJC
BID TITLE: Northwest Service Area Flow Meter Replacement
OPENING DATE: March 12, 2003, 2:00 P.M.

PAGE: 2 of 2

ITEM DESCRIPTION	Response 5	Response 6	Response 7	Response 8
	Water Equipment Services, Inc. 6389 Tower Lane Sarasota, FL 34240 (941) 371-7617 – Phone (941) 378-5218 – Fax Anthony DeLoach	Hausinger & Associates, Inc. PO Box 559 Parrish, FL 34219 (941) 776-2324 – Phone Jeffrey Hausinger	Sunshine Building and Development Corp. 291 Anchor Road Casselberry, FL 32707 (407) 339-6721 – Phone (407) 331-7542 – Fax John T. Bush	Gibbs & Regiser, Inc. 438 N. Dillard Street Winter Garden FL 34787 (407) 654-6133 – Phone (407) 654-6134 – Fax John Gibbs
TOTAL AMOUNT OF BID	\$337,326.00	\$340,000.00	\$357,414.00	\$367,000.00
Addenda (None)	N/A	N/A	N/A	N/A
Bid Bond	Yes	Yes	Yes	Yes
Trench Safety Act	Yes	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes	Yes
Experience of Bidder	Yes	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certificate of Nonsegregated Facility	Yes	Yes	Yes	Yes

Azurix North America – Non-responsive for not meeting equipment specifications as required in the bid documents – Posted 4/09/2003.

Posted: 3/13/2003

Recommendation of Award: Interstate Engineering Corporation, Boca Raton – Posted 4/09/2003

BCC for award: 4/22/2003

BID ANALYSIS FOLLOWUP QUESTION SUMMARY

Project: NW Service Area Flow Meter Replacement Project, Seminole County Environmental Services

	<u>Azurix North America</u>	<u>Interstate Engineering Corp.</u>	<u>Wharton-Smith, Inc.</u>	<u>Pro-Tech Air Conditioning</u>
Bid Total:	\$200,693	\$289,000	\$297,000	\$336,000
Questions Asked:				
1 Who is your licensed Motorola VAR under subcontract to perform the programming work on the Moscad devices? Engineer's comment:	To be determined Not per spec, Motorola VAR must be included in bid	DCR Engineering, Mulberry, FL Per Spec	Revere Controls, Birmingham Per Spec	DCR Engineering, Mulberry, FL Per Spec
2 What flow meter will you submit on and supply (manufacturer, type, Model No.)? Engineer's comment:	Veris Pitot Tube Not per spec, not considered an equal product	Primary Flow Signal, Model HVT-IS Per Spec	Primary Flow Signal, Model HVT-IS Per Spec	Primary Flow Signal, Model HVT-IS Per Spec
3 What pressure differential transmitter will you submit on and supply (manufacturer and model number)?	Veris IDP10A	ABB Model No. 600T Smart (manufactured by Rosemount)	Rosemount Model 3051	ABB Model No. 600T Smart (manufactured by Rosemount)
4 What electrical subcontractor will you propose to use?	Falcon Electric, Oldsmar, FL	Sinns & Thomas, Longwood, FL	Par Electric, Orlando, FL	Kelly Electric
5 How much (\$\$ value) of the work do you plan on performing yourself?	\$100,500	\$225,000	\$283,000	\$170,000
6 What project duration (calendar days) will be proposed?	180 days	<180 days	180 days	<180 days
7 Did representatives of your firm visit the project sites in order to put together your bid?	No	Yes	Yes	Yes
8 Along with the above, please provide a brief financial statement about your firm, including:				
A. Means of doing business in Florida (license, etc.)	CGC003307	CGC058020, General Contractor CMC056695, Mechanical	CGC032669, General Contractor CUC056506, Underground Utility	CAC029393, A/C Contractor CFC058088, Plumbing
B. Years in business under this means	10 years *	43 years	19 years	25 years
C. Parent company (if applicable) and date acquired	American Water Works	no parent company	no parent company	no parent company
D. Volume of business (number and value of projects)	\$3,314,452, 9 projects **	\$9,241,352, 4 projects	\$102,000,000, 38 projects	\$12,000,000 *
E. Number of employees in Central Florida area	111 employees	8 employees *	182 employees	125 employees
F. Bond limit	\$10,000,000	\$15,000,000	\$150,000,000	\$8,000,000
G. Net worth statement	\$5,521,028, balanced	\$3,145,806, balanced	\$28,822,591, balanced	no information
H. Other information to establish company stability	none provided	none provided	additional business brochures	none provided
	* The parent company has been in business under this name for 10 years but the bidding company was just recently (with the past month) acquired.			* No specific information on projects was submitted but it is not expected to be similar work as to that required for this contract.
	** Projects listed were almost all lift station maintenance contracts which are not considered suitable experience for this project.			

After review of the submitted bids, it was apparent to us that some discrepancy in the bids existed between the lowest bidder and the next three lowest bids. We assembled a list of seven follow-up questions and one request for additional information to help ascertain the nature of the discrepancy. We sent the request for answers to these questions to the four lowest bidders. We received the answers and additional information from the bidders earlier this week. A summary of the answers and information is presented in the attached spread sheet.

In review of this summary, it was confirmed that a significant discrepancy did indeed exist. Our concerns about the low bidder, Azurix North America are as follows:

1. Azurix does not have a licensed Motorola VAR, as required by specification, identified at this time. They answered this question with "to be determined". We spoke with the some potential suppliers and it was learned that Azurix had not contacted any particular qualified firm for this service and therefore they could not have accounted for this in their bid other than guessing. It is suspected that they planned on doing this work themselves. As the County's SCADA system is one integrated network all using the same displays, database, and communications, it is a considerable risk to the County to allow anyone, other than a licensed Motorola VAR, to make modifications, even simple ones, to the system. We find their answer non-responsive to the bid requirements. The other bidders complied with this requirement.
2. Azurix included in their bid price the use of pitot static tubes as their proposed flow meter in lieu of the specified venturi insert. This is not an equal substitute, specifically disallowed during the bid process, which they chose to ignore. We also believe their proposed meter will not be able to meet the intended purpose, both as a standard meter and for regulatory compliance, that the County desired. We find their answer non-responsive to the bid requirements and this item, on its own, is sufficient cause to reject their bid. The other bidders used the specified flow meter, which is, for good cause, more expensive than the one proposed by Azurix.
3. We are not familiar with Veris pressure differential transmitters, which Azurix included in their bid. We would have to review their submittal on this instrument with additional scrutiny to verify if it is an acceptable substitute. The other bidders included the specified product.
4. Typically, it is desirable that the General Contractor perform a majority of the work themselves to assure the County that a certain amount of control exists on the work progress with the entity the County has under direct contract. Azurix proposed to perform 50% of the work themselves. In comparison, the next two low bidders proposed to do 78% and 95% of the work themselves. The fourth low bidder, was also at 50%, but they are not experienced in this type of work. This concern is not sufficient grounds to reject the bid but it is an indication that they do not have the expertise to do the work themselves, if needed.
5. Azurix states that they have a general contractor's license and have been doing business for 10 years under this license. We find this somewhat questionable. This company has been sold a number of times in recent past and was just recently (within the past month) purchased again. The other bidders have been doing business for at least twice as long, and are fully owned, stable companies. We

have had recent experience with Azurix that was highly unfavorable, largely do to change in ownership issues.

6. Azurix listed a number of projects that appear to be projects performed by their new parent company, American Water Works. The type of projects are largely lift station maintenance work and don't appear to be an indication that they have any experience in mechanical, electrical, and instrumentation work for water plants. The same is true for the fourth low bidder.

With the above concerns, we cannot recommend the project be awarded to Azurix. The next two low bidders, within 3% of each other, appear to be more representative of the worth of this project. We find the apparent qualified, responsive, low bidder to be Interstate Engineering Corp. Their responses indicate they have included the proper equipment and personnel in their bid, are experienced and qualified to do the work, and are a stable company. Our only concern is their comparatively small number of permanent employees. This appears to be how they do business, hiring on an as-needed basis. We would recommend that as a condition of award of the contract, they be asked how they intend to staff this project and that the County have an opportunity to review and approve the proposed staff. If found unacceptable, the third low bidder could then be considered. Please let us know if we can be of further assistance in this manner.

AGREEMENT (CC-1204-03/BJC)

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **INTERSTATE ENGINEERING CORPORATION**, duly authorized to conduct business in the State of Florida, whose address is 2200 North Federal Highway, Suite 223, Boca Raton, Florida 33431, hereinafter called the "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY." COUNTY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

Section 1. Work. The CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as Northwest Service Area flow meter replacement.

The Project for which the Work under the Contract Documents is a part is generally described as Northwest Service Area flow meter replacement.

Section 2. Engineer.

(a) ENGINEER OF RECORD as named in the Contract Documents shall mean PBS&J, 482 South Keller Road, Orlando, Florida 32810.

(b) "CEI" is the Seminole County Engineer or the COUNTY's contracted Consultant for construction, engineering and inspection ("CEI") services. As named in the Contract Documents, "CEI" shall mean PBS&J, 482 South Keller Road, Orlando, Florida 32810.

Section 3. Contract Time.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within one hundred fifty (150) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.

(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on the CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

Section 4. Contract Price.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price.) The CONTRACTOR's total compensation is TWO HUNDRED EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$289,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) The CONTRACTOR acknowledges that CONTRACTOR studied, considered and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: 1) performance of the Work under Central Florida weather conditions; 2) applicable law, licensing, and permitting requirements; 3) the Project site conditions, including but not limited to, subsurface site conditions; 4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) The CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, the CONTRACTOR acknowledges that the CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) The CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to CONTRACTOR's responsibilities to coordinate and sequence the Work of the CONTRACTOR with the work of the COUNTY with its own forces, the work of other utility contractors and the work of others at the Project site.

Section 5. Payment Procedures.

(a) CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) Progress Payments. COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) Final Payment. Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

Section 6. Additional Retainage For Failure to Maintain Progress on the Work.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, then the COUNTY may withhold additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage shall be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after

the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement if CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time. The additional retainage, under this subsection, may at the COUNTY'S discretion be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER'S approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

Section 7. Contractor's Representations. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:

(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, weather, Chapter 220, Part 1, "Purchasing Code," Seminole County Code, and with all local conditions and federal, state and local laws, utility locations, ordinances, rules, policies and regulations that in any manner may affect cost, progress or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations,

examinations and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent) and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR by its study, excludes and releases the COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine," that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

(g) The CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by the COUNTY, ENGINEER or any agent relating to compliance with the Contract Documents shall not operate as a waiver by the COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) The CONTRACTOR declares and agrees that the COUNTY may require him to repair, replace, restore or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be Defective or fail in any way to comply with the Contract Documents. The CONTRACTOR acknowledges that the above two (2) years repair, replace and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2) years repair, replace and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) The CONTRACTOR's resident Superintendent at the Work site shall be: Alexander Antonucci and this Superintendent only shall be utilized by the CONTRACTOR unless otherwise approved by the COUNTY Project Manager and following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that CONTRACTOR

shall be solely responsible for payment of all fines and penalties of any nature assessed to the CONTRACTOR or COUNTY or both by any governmental entity, district, authority or other jurisdictional entity relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints related to alleged damage caused by CONTRACTOR'S performance of the Work within ten (10) days of receipt of the complaint from citizens, ENGINEER or the COUNTY. The CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to the CONTRACTOR by a citizen, the CONTRACTOR shall identify the citizen and street address in the "Statement of Problem." Responses and action taken by the CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If the CONTRACTOR fails to respond within ten (10) days, then the COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that the COUNTY owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that the CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. The

CONTRACTOR authorizes the COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

Section 8. Contract Documents. The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following:

- (a) This Agreement.
- (b) Addenda.
- (c) Bid.
- (d) American With Disabilities Act Affidavit.
- (e) Performance Bond.
- (f) Payment Bond.
- (g) Material and Workmanship Bond.
- (h) Specifications.
- (i) Technical Specifications Provided in these Contract Documents.
- (j) General Conditions.
- (k) Supplementary Conditions including any utility specific forms provided by the COUNTY's Utility Division.
- (l) Notice To Proceed.
- (m) Change Orders.
- (n) Certificate of Substantial Completion.
- (o) Certificate of Final Inspection.
- (p) Certificate of Engineer.
- (q) Certificate of Final Completion.
- (r) CONTRACTOR's Release.
- (s) Drawings and Plans.

- (t) Supplemental Agreements.
- (u) CONTRACTOR's Waiver of Lien (Partial).
- (v) CONTRACTOR's Waiver of Lien (Final and Complete).
- (w) Subcontractor/Vendor's Waiver of Lien (Final and Complete).
- (x) Consent of Surety to Final Payment.
- (y) Instructions to Bidders.
- (z) CONTRACTOR's Insurance Requirements, Certificate and Insurance Policies.

There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended or repealed by a modification as provided in the General Conditions.

Section 9. Liquidated Damages.

(a) The COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement and CONTRACTOR recognizes that the COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by the COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and

CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, the CONTRACTOR shall pay the COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) The CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein, the COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default or if the CONTRACTOR has abandoned the Work.

Section 10. Miscellaneous.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent

that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Section 11. Contractor's Specific Consideration. In consideration of the CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay the CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). The CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items - receipt of which is acknowledged.

Section 12. Notices. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt or sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the

parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Seminole County Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773

COPIES TO:

PBS&J
482 South Keller Road
Orlando, Florida 32810

For CONTRACTOR:

Alexander Antonucci
Interstate Engineering Corporation
2200 N. Federal Hwy
Suite 223
Boca Raton, Florida 33431

Section 13. Conflict of Interest.

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government. See County Personnel Policy 4.10(F).

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312 (15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 14. Material Breaches of Agreement.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach of the Contract Documents related to life safety, as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

INTERSTATE ENGINEERING CORPORATION

CHERYL PIKE, Secretary

By:_____
ARNOLD PIKE, President

(CORPORATE SEAL)

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By:_____
DARYL G. MCLAIN, Chairman

Date:_____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AC/lpk
3/13/03 3/24/03 4/9/03
CC-1204

Attachments:

Bid submitted on March 12, 2003
Bonds Required
Insurance Certificate

**MATERIAL AND WORKMANSHIP BOND
(10% of Final Contract Price)**

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____, hereinafter referred to a "Principal" and _____, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$_____ for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has constructed certain improvements and other appurtenances in that certain Project described as **CC-1204-03/BJC** and

WHEREAS, the aforesaid improvements were made pursuant to an Agreement dated _____, 20____, and filed with the Purchasing Division of Seminole County; and

WHEREAS, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

NOW THEREFORE, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this ____ day of _____, 20____.

Address:

Principal (SEAL)

By: _____ Its: _____
(If a Corporation)

ATTEST: _____ Its: _____
(If a Corporation)

Address:

Surety (SEAL)

By: _____
Its Attorney-in-Fact

Phone No. _____

Fax No. _____

ATTEST: _____

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.

PAYMENT BOND

(100% of Contract Price)

Seminole County Contract Number: **CC-1204-03/BJC**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of CONTRACTOR)_____
(Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter after called (Corporation,
Partnership, or Individual)Principal, and _____
(Name of Surety)_____
(Address of Surety)

Surety's Telephone Number: _____

herein called Surety, are held and firmly bound unto _____
 SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY",
 in the sum of _____ DOLLARS,
 (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to
 be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
 Agreement with the COUNTY, dated the _____ day of _____, 20____, and made a part hereof
 the construction of: **CC-1204-03/BJC**.

Legal description of the property: **Northwest Service Area Water treatment Plant, Seminole County.**

General description of the Work: **The Contractor shall be responsible for all labor, materials,
 equipment, coordination, transportation and incidentals necessary for the replacement of thirteen
 (13) existing raw and finished water flow meters at three (3) existing water treatment plants in
 Seminole County Northwest Service Area. This includes raw and finished water piping
 modifications to install the replacement flow meters along with electrical connection of flow meter
 signals to the existing plant control systems. Modifications to Seminole County's existing SCADA
 system is also required as part of this project.**

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Agreement, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions:

1. This Bond is furnished for the purpose of complying with the requirements of Section 255.05, Florida Statutes, as the same may be amended.

2. It is a specific condition of this Bond that a claimant's right of action on the Bond is limited to the provisions of Section 255.05, Florida Statutes, including, but not limited to, the one-year time limitation within which suits may be brought.

3. This Bond is conditioned that the CONTRACTOR shall promptly make payments to all persons defined in Section 713.01, Florida Statutes, whose claims derive directly or indirectly from the prosecution of the Work provided for in the Agreement.

Therefore, a claimant, except a laborer, who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall, within forty-five (45) days after beginning to furnish labor, Materials or supplies for the prosecution of the Work, furnish the CONTRACTOR with a notice that he intends to look to the Bond for protection. A claimant who is not in privity with the CONTRACTOR and who has not received payment for his labor, Materials or supplies shall within ninety (90) days after performance of the labor or completion of delivery of the Materials or supplies, or, with respect to rental equipment, within 90 days after the date that the rental equipment was last on the job site available for use, deliver to the CONTRACTOR and to the Surety written notice of the performance of the labor or delivery of the Materials or supplies and of the nonpayment. No action for the labor, Materials or supplies may be instituted against the CONTRACTOR or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the Materials or supplies.

4. Any changes in or under the Agreement or Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with the Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement or Contract Documents.

5. The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other. This Payment Bond shall be construed as a statutory Payment Bond under Section 255.05, Florida Statutes and not as a common law bond.

□

IN WITNESS WHEREOF, this instrument is executed this _____ day _____ of _____, 20____.

ATTEST:

By _____
(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Witness to Principal

Name _____
(Type)

Witness to Principal

Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Name _____
(Type)
(Corporate Seal)

Witness as to Surety

Name _____
(Type)

Witness as to Surety

Name _____
(Type)

Principal

By _____

Name _____
(Type)

Title _____

Address _____

City/State/Zip _____

Surety

Phone No. _____

Fax No. _____

By _____

Attorney-in-fact

Name _____
(Type)

Address _____

City/State/Zip _____

Phone No. _____

Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute Bond.

PAYMENT BOND

2/06/2003

CC-1204-03/BJC

Flow Meters

Utilities

00610-3

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Payment Bond on behalf of Surety.

PERFORMANCE BOND
 (100% of Contract Price)
 Seminole County Contract No. CC-1204-03/BJC

KNOW ALL MEN BY THESE PRESENTS: that

 (Name of CONTRACTOR)

 (Address of CONTRACTOR)

Contractor's Telephone Number: _____

a _____, hereinafter
 (Corporation, Partnership or Individual)

called Principal, and _____
 (Name of Surety)

 (Address of Surety)

Surety's Telephone Number: _____

hereinafter called Surety, are held and firmly bound unto SEMINOLE COUNTY, 1101 East First Street, Sanford, Florida 32771, hereinafter called COUNTY, in the sum of _____ DOLLARS, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents. The sum shall not be less than one hundred percent (100%) of the Contract Price.

Seminole County's Telephone Number: _____ (407) 665-7116

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the COUNTY, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of: **CC-1204-03/BJC**.

Legal description of the property: **Northwest Service Area Water treatment Plant, Seminole County.**

General description of the Work: **The Contractor shall be responsible for all labor, materials, equipment, coordination, transportation and incidentals necessary for the replacement of thirteen (13) existing raw and finished water flow meters at three (3) existing water treatment plants in Seminole County Northwest Service Area. This includes raw and finished water piping modifications to install the replacement flow meters along with electrical connection of flow meter signals to the existing plant control systems. Modifications to Seminole County's existing SCADA system is also required as part of this project.**

This Bond is being entered into to satisfy the requirements of Section 255.05, Florida Statutes and the Agreement referenced above, as the same may be amended.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions, and agreements of said Agreement including, but not limited to the insurance provisions, guaranty period and the warranty provisions, in the time and manner prescribed in the Agreement, and
2. Pays COUNTY all liquidated damages, losses, damages, delay damages, expenses, costs and attorneys' fees, including costs and attorney's fees on appeal that COUNTY sustains resulting directly or indirectly from any breach or default by Principal under the Agreement, and
3. Satisfies all claims and demands incurred under the Agreement, and fully indemnifies and holds harmless the COUNTY from all costs and damages which it may suffer by reason or failure to do so, then this bond is void; otherwise it shall remain in full force and effect.

The coverage of this Performance Bond is co-equal with each and every obligation of the Principal under the above referenced Agreement and the Contract Documents of which the Agreement is a part.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Agreement and the Contract Documents of which the Agreement is a part during the period in which this Performance Bond is in effect, the Surety shall remain liable to the COUNTY for all such loss or damage (including reasonable attorneys' fees and costs and attorneys' fees and costs on appeal) resulting from any failure to perform.

In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and hold the COUNTY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs for all trial and appellate proceedings, resulting from the Surety's failure to fulfill its obligations hereunder. This subsection shall survive the termination or cancellation of this Performance Bond.

The Surety stipulates and agrees that its obligation is to perform the Principal's Work under the Agreement under the Bond. The following preventative options by the Surety are encouraged; however, preventative options shall not be considered performance under the Bond: (i) Surety's financing of the Principal to keep Principal from defaulting under the Contract Documents, and (ii) Surety's offers to COUNTY to buy back the Bond. The Surety agrees that its obligation under the bond is to: (i) take over performance of the Principal's Work and be the completing Surety even if performance of the Principal's Work exceeds the Principal's Contract Price or (ii) re-bid and re-let the Principal's Work to a completing contractor with Surety remaining liable for the completing contractor's performance of the Principal's Work and furnishing adequate funds to complete the Work. The Surety acknowledges that its cost of completion upon default by the Principal may exceed the Contract Price. In any event, the Principal's Contract Time is of the essence and applicable delay damages are not waived by COUNTY.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon COUNTY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by COUNTY and Principal without the Surety's knowledge or consent (ii) the discharge of Principal as a result of any proceeding initiated under the Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability or

Principal or its estate as a result of any such proceeding. The filing of bankruptcy by the principal shall be an automatic default under the Agreement.

Any changes in or under the Agreement and Contract Documents and compliance or noncompliance with any formalities connected with the Agreement or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Sum of this Bond shall increase or decrease in accordance with Change Orders (unilateral or directive change orders and bilateral change orders) or other modifications to the Agreement and Contract Documents.

The Performance Bond and the Payment Bond and the covered amounts of each are separate and distinct from each other.

This Performance Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide contract rights more expansive than as required by statute.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 20____.

ATTEST:

By _____
(Principal) Secretary

Name _____
(Type)
(Corporate Seal)

Witness to Principal

Name _____
(Type)

Witness to Principal
Name _____
(Type)

ATTEST:

By _____
(Surety) Secretary

Name _____
(Type)
(Corporate Seal)

Witness as to Surety

Name _____
(Type)

Witness as to Surety
Name _____
(Type)

Principal (Contractor)

By _____

Name _____
(Type)
Title _____

Address _____

City/State/Zip _____

Surety

Phone No. _____
Fax No. _____

By _____
Attorney-in-fact

Name _____
(Type)

Address _____
City/State/Zip _____
Phone No. _____
Fax No. _____

NOTE: Date of the Bond must not be prior to date of Agreement. If CONTRACTOR is a joint venture, all venturers shall execute the Bond. If CONTRACTOR is Partnership, all partners shall execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida, unless otherwise specifically approved in writing by COUNTY.

ATTACH a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of Surety.

BID FORM

SEMINOLE COUNTY, FLORIDA
FOR THE CONSTRUCTION OFPurchasing
CopyPROJECT: NORTHWEST SERVICE AREA FLOW METER REPLACEMENT
COUNTY CONTRACT NO. CC-1204-03/BJCName of Bidder: Interstate Engineering Corp.Mailing Address: 2200 North Federal Highway, Suite #223 Boca Raton, FL 33431Street Address: 2200 North Federal Highway, Suite #223City/State/Zip: Boca Raton, FL 33431Phone Number: (561) 394-4345FAX Number: (561) 394-6693Contractor License Number: CGC058020

TO: Purchasing Division of Seminole County, Florida

Pursuant to and in compliance with your notice inviting sealed Bids (Invitation for Bid), Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract Documents, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, Material, and tools, expendable Equipment, and all utility and transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work all in strict conformity with the Plans and Specifications and other Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the Total Bid (Contract Price) hereinafter set forth.

The undersigned Bidder agrees that the Work shall be completed according to the schedule set forth in the Contract Documents.

The undersigned Bidder further agrees to pay liquidated damages as described in the Contract Documents.

Bid prices must be stated in words in accordance with these Instructions to Bidders in the blank space(s) provided for that purpose.

Bidder acknowledges that it has read and fully understands all Sections of the Instructions To Bidders.

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he will furnish the Contract Security, Insurance Certificates, Endorsements, and Policies, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Bidders" and elsewhere in the Contract Documents may result in a finding that the Bidder is non-responsive and may cause a forfeiture of the Bid Security.

Attention: Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the COUNTY by purchase.

BID FORM

PROJECT: NORTHWEST SERVICE AREA FLOW METER REPLACEMENT
COUNTY CONTRACT NO. CC-1204-03/BJC

TO: Board of County Commissioners
Seminole County, Florida

Pursuant to and in compliance with your Invitation for Bid, the Instructions to Bidders, and other documents relating thereto, the undersigned hereby agrees to furnish all labor, Materials and Equipment to do the Work in strict accordance with the Contract Documents and all addenda, if any, issued prior to the date of this Bid at the Total Bid herein as follows:

TOTAL AMOUNT OF BID: \$289,000.⁰⁰
 Numbers
Two hundred eighty nine thousand xx/100
 (IN WORDS)

1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits, bonds, equipment, materials, and any and all incidental costs necessary for the proper execution of the required services.

The Bidder acknowledges the receipt, execution, and return of the following forms:

Section 00100 - Bid Forms, including alternates and addendum, if any.
 5% of Amount of Bid as Bid Security. More details in Bid Documents.
 Section 00150 - Trench Safety Act Form
 Section 00160 - Bidder Information Forms
 Section 00300 - Non-Collusion Affidavit of Bidder Form
 Section 00310 - Certification of Nonsegregated Facilities Form
 Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 12th day of March, 2003.

Interstate Engineering Corp.
(Name of BIDDER)

Arnold Pike
(Signature of person signing this BID FORM)

Arnold Pike
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

ACCOMPANYING THIS BID IS bidder's bond
(insert the word(s) "cashier's check," bidder's bond," certified check," or other security as provided by law, as the case may be) in an amount equal to at least five percent (5%) of the Total Bid, payable to the

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

The undersigned deposits above-named security as a Bid guarantee and agrees that it shall be forfeited to the COUNTY as liquidated damages in case this Bid is accepted by the COUNTY and the undersigned fails to execute an Agreement with the COUNTY as specified in the Contract Documents accompanied by the required Payment and faithful Performance Bonds with Sureties satisfactory to the COUNTY, and accompanied by the required certificates of insurance coverage, and endorsements. Should the COUNTY be required to engage the services of an attorney in connection with the enforcement of this Bid, Bidder promises to pay COUNTY's reasonable attorney's fees and costs (including attorney's fees and costs on appeals) incurred with or without suit.

TRENCH SAFETY ACT (if applicable for this project)
SECTIONS 553.60-553.64, FLORIDA STATUTES

NOTICE TO BIDDERS:

In order to comply with the Trench Safety Act, the Bidder is required to specify the costs of compliance. These costs are not a separate pay item. The Bidder must also reference the Trench Safety Standards which will be in effect during construction, and assure in writing that the Bidder will comply with the applicable Trench Safety Standards.

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
<u>barricades</u>	<u>LF</u>	<u>100</u>	<u>.50</u>	<u>50.⁰⁰</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \$ 50.⁰⁰

Arnold Pike
 Printed Name

Arnold Pike
 Signature

Interstate Engineering Corp.
 Bidder Name

3/12/03
 Date

BIDDER INFORMATION

Bidder shall complete the following information and include with their bid submittal.

Bidder Information

CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
*	President	Arnold Pike
	Vice-President	Joel Leinson
	Secretary	Cheryl Pike
	Treasurer	Toby Leinson
	Resident Superintendent	Alexander Antonucci

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each Bidder must assure that the officer information provided is in accordance with the Bidder's corporate registration supplied to the Secretary of State.

EXPERIENCE OF BIDDER

NAME OF BIDDER Interstate Engineering Corp.

The Bidder shall complete and provide the following information regarding experience within the past three years in this particular project work.

Bidder must demonstrate ability to construct projects of similar complexity, nature and size of this project. Under Client's Name and address, please include Contact's name, Telephone Number and Fax Number.

DATE OF CONTRACT	NAME OF PROJECT AND LOCATION	CLIENT'S NAME & ADDRESS TELEPHONE AND FAX #'S	CONTRACT AMOUNT
	<u>SEE ATTACHED LIST</u>		\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____
			\$ _____

Do you have any similar work in progress at this time? ☒ Yes ☐ No

Length of time in business: 43 Years

NON-COLLUSION AFFIDAVIT OF BIDDER

State of Florida)
 County of Palm Beach)ss
)

Arnold Pike, being first duly sworn, deposes and says that:

(1) He is President of Interstate Engineering Inc, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Agreement for which the attached Bid has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Seminole County, Florida, or any person interested in the proposed Agreement; and

(5) The prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed: Arnold Pike

Printed Name: Arnold Pike

Title: President

STATE OF Florida)
COUNTY OF Palm Beach) ss

The foregoing instrument was acknowledged before me this 12th day of March, 2003, by Arnold Pike who is personally known to me or who has produced _____ identification.

Sacha Gameau Lenox
Print Name Sacha Gameau Lenox
Notary Public in and for the County and State
Aforementioned



Sacha Gameau Lenox
My Commission DD011584
Expires March 25, 2005

My commission expires: _____

ATTACH AND INCLUDE THIS PAGE OF NON-COLLUSION AFFIDAVIT OF BIDDER AS PART OF BID FORM; FAILURE TO DO SO SHALL BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 3/12/03

By: Arnold Pike

Print Name: Arnold Pike

Official Address:

Title: President

Interstate Engineering Corp.

2200 North Federal Highway, Suite #223

Boca Raton, FL 33431

(Include Zip Code)

ATTACH AND INCLUDE THIS PAGE AS PART OF BID FORM; FAILURE TO DO MAY BE CAUSE FOR DISQUALIFICATION OF YOUR BID.

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.


The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Interstate Engineering Corp.
Signature: Arnold Pike
Printed Name: Arnold Pike
Title: President
Date: 3/17/03

Affix Corporate Seal

STATE OF Florida)
COUNTY OF Palm Beach) ss

The foregoing instrument was acknowledged before me this 12th day of March, 2003, by Arnold Pike of Interstate Engineering Corp. (firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Sacha Garneau Lenox
Print Name Sacha Garneau Lenox
Notary Public in and for the County Sacha Garneau Lenox
and State Aforementioned My Commission DD011584
 Expires March 25, 2005
My commission expires: _____

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Recent Completed Jobs

PROJECT TITLE	LOCATION	CATEG.	AMOUNT	DATES
Palm Springs Chlorination	Palm Springs, FL	WTP	\$ 235,487.00	1/96 - 7/96
Palm Springs Phase 1 Improvements	Palm Springs, FL	WTP	\$ 340,335.00	3/96 - 10/96
Seacoast Utility Authority	Palm Beach, FL	WWTP	\$ 86,327.00	8/96 - 2/97
Norman St. Pump Station	Marblehead, MA	PS	\$ 122,926.00	10/96 - 5/97
Bradford Rd./Prime Pk. Pump Stations	Natick, MA	PS	\$ 152,661.00	11/96 - 5/97
MWRA Rotary Screens	Boston, MA	WWTP	\$ 54,964.00	7/97 - 9/97
Dix St. Sewer P.S.	Woburn, MA	PS	\$ 47,100.00	12/97 - 12/97
SESD Remote Pump Station	Salem, MA	PS	\$ 1,231,000.00	4/96 - 4/97
So. Lake PS Modifications	Hollywood, FL	PS	\$ 288,608.00	10/96 - 8/97
Deer Island Residuals	Boston, MA	WWTP	\$ 8,940,828.00	1/94 - 6/97
MWRA PS Rehabs.	Stoneham, MA	PS	\$ 3,047,721.00	5/95 - 10/97
So. Essex WWTP (Mech)	Salem, MA	WWTP	\$ 1,781,949.00	10/95 - 2/97
So. Essex WWTP (HVAC)	Salem, MA	HVAC	\$ 1,543,000.00	10/95 - 2/97
SESD WWTP Upgrade	Salem, MA	WWTP	\$ 247,988.00	5/96 - 11/96
Lowell WWTP	Lowell, MA	WWTP	\$ 1,996,556.00	12/95 - 1/97
Pompano Beach P.S.	Pompano Bch, FL	PS	\$ 710,234.00	11/96 - 11/97
Fells Reservoir Covered Storage	Stoneham, MA	WR	\$ 1,486,825.00	3/97 - 8/99
Phase II West WTP	Boynton Bch, FL	WTP	\$ 2,361,928.00	6/97 - 6/98
CSO Modifications	Bangor, ME	WWTP	\$ 645,874.00	8/97 - 12/97
Forest River Park Pool Renov.	Salem, MA	WT	\$ 217,000.00	4/99 - 7/99
Methuen WTP	Methuen, MA	WTP	\$ 180,050.00	12/89 - 1/00
Weymouth Phase 1&2	Weymouth, MA	WTP	\$ 393,000.00	2/99 - 1-00
Carter St. PS	Chelsea, MA	PS	\$ 84,058.00	12/99 - 5-00
Hogan Regional	Danvers, MA	PP	\$ 174,500.00	5-00 - 6-00
G.T. Lohmeyer WWTP	Ft. Lauderdale, FL	WWTP	\$ 2,437,023.00	10/98 - 8/00
Worcester St. PS	Springfield, MA	PS	\$ 527,574.00	5/99 - 6/00
Winthrop PS	Winthrop, MA	PS	\$ 126,027.00	12/99 - 5/00
Weymouth Phase III	Weymouth, MA	WTP	\$ 827,349.00	11/99 - 6/00
Carbon Filter	Danvers, MA	WTP	\$ 174,178.00	6/00 - 9/00
Dunedin WTP	Dunedin, FL	WTP	\$ 158,308.00	7/00 - 2/01
Scada System	Newton, MA	WTP	\$ 109,200.00	8/00 - 2/01
Wellfield Improvements	Dracut, MA	WTP	\$ 919,131.00	8/00 - 3/01
W6 Strainer	Winthrop, MA	WTP	\$ 31,595.00	11/00 - 4/01
Metrowest Water Supply Tunnel, MA	Weston, MA	WTP	\$ 4,850,848.00	9/97 - 5/00
Ancillary Design Mod. Phase III, MECH	Boston, MA	WWTP	\$ 8,351,348.00	10/97 - 5/00
Ancillary Design Mod. Phase III, HVAC	Boston, MA	WWTP	\$ 1,186,000.00	10/97 - 5/00
Bath Iron Works	Bath, ME	PP	\$ 8,897,193.00	9/99 - 10/00
WTP Expansion	Wellington, FL	WTP	\$ 995,000.00	11/00 - 5/01
Draper St. PS	Woburn, MA	PS	\$ 362,740.00	10/00 - 7/01
Londonderry PS	Londonderry, NH	PS	\$ 1,028,000.00	12/00 - 9/01
Horn Pond WTP	Woburn, MA	WTP	\$ 4,595,000.00	2/01 - 2/02
Pahokee WWTP	Pahokee, FL	WWTP	\$ 1,240,000.00	4/01 - 4/02
Boynton Beach WTP	Boynton Bch, FL	WTP	\$ 60,800.00	12/01 - 3/02
Spring Lake WTP	Spring Lake, FL	WTP	\$ 31,100.00	1/02 - 4/02

PROJECT TITLE		COMPANY NAME	CONTACT NAME	AREA	TEL. #
Palm Springs Chlorination	OWNER	Village of Palm Springs, Fl	William Leasure	407	865-4010
	DESIGNER	Eckler Engineering	Don Eckler	305	755-1351
	GC	Interstate Engineering	Robert Cook	508	744-8883
Palm Springs Phase 1 Impr.	OWNER	Village of Palm Springs	William Leasure	407	985-4010
	DESIGNER	Eckler Engineering	Don Eckler	305	755-1351
	GC	Interstate Engineering	Robert Cook	508	744-8883
Seacoast Utility Authority	OWNER	Seacoast Utility Authority	Rim Bishop	407	827-2900
	DESIGNER	L.B.F & H	Patrick Joyce	407	748-9248
	GC	Interstate Engineering	Ed Zinggeler	561	394-4345
Norman St. PS	OWNER	Town of Marblehead	Dana Snow	617	631-0102
	DESIGNER	Haley & Ward	Sheryl Traylor	617	890-3980
	GC	Interstate Engineering	Joel Leinson	508	744-8883
Bradford Rd/Prime Pk. Pump Stations	OWNER	Town of Natick	Phil Plested	508	851-7319
	DESIGNER	Haley & Ward	Gregory Eldridge	617	890-3980
	GC	Interstate Engineering	Steve Begonis	508	744-8883
MWRA Rotary Screens	OWNER	MWRA	Jeff McCauley	617	539-4243
	DESIGNER	MWRA	Jeff McCauley	617	539-4243
	GC	Interstate Engineering	Roger Matheson	508	744-8883
Dix St. Sewer P.S.	OWNER	City of Woburn	Robert Simonds	617	932-4500
	DESIGNER	City of Woburn	Robert Simonds	617	932-4500
	GC	Interstate Engineering	Joel Leinson	508	744-8883
SESD Remonte Pump Stations	OWNER	So. Essex Sewage Dist.	Andrew Sims	508	744-4550
	DESIGNER	Malcom Pimle	Steve Thayer	617	396-3201
	GC	Interstate Engineering	Joel Leinson	508	744-8883
So. Lake PS Modifications	OWNER	City of Hollywood, FL	David McLaughlin	954	987-4225
	DESIGNER	Hazen and Sawyer, P.C.	Joe Franko	305	987-0066
	GC	Interstate Engineering	Scott Blair	561	394-4345
Deer Island Residuals	OWNER	MWRA	Dimitri Theodossio	617	242-3770
	DESIGNER	CDM	John Skaradowski	617	252-8000
	GC	George Hyman Const.	John Lamarre	617	539-0077
MWRA PS Rehabs.	OWNER	MWRA	Donald Finocchio	617	242-7110
	DESIGNER	Fay, Spofford & Thndk	Dennis Bouchere	617	221-1000
	GC	Barietta Engineering	Hugh Allen	617	524-4710
So. Essex WWTP (Mech)	OWNER	So. Essex Sewage Dist.	Andrew Sims	508	744-4550
	DESIGNER	Malcom Pimle/CDM	Robert Gaudes	617	252-8000
	GC	Barietta Engineering	Hugh Allen	617	524-4710
So. Essex WWTP (HVAC)	OWNER	So. Essex Sewage Dist.	Andrew Sims	508	744-4550
	DESIGNER	Malcom Pimle/CDM	Robert Gaudes	617	252-8000
	GC	Barietta Engineering	Hugh Allen	617	524-4710
Lowell WWTP	OWNER	Lowell Wastewater Util	Mark Young	508	970-4248
	DESIGNER	Fay, Spofford & Thndk	Ron Porter	617	221-1000
	GC	Interstate Engineering	Steve Begonis	508	744-8883
Pompano Bch. P.S.	OWNER	City of Pompano Bch	Alan Garcia	954	786-4061
	DESIGNER	Eckler Engineering	Don Eckler	305	755-1351
	GC	Interstate Engineering	Scott Blair	561	394-4345

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PROJECT TITLE		COMPANY NAME	CONTACT NAME	AREA	TEL. #
Fells Reservoir Covered Storage	OWNER	MWRA	Frank DePaola	617	242-6000
	DESIGNER	Klein & Hoffman, Inc.	Hem Thakral	312	553-5443
	GC	Barletta Engineering	Chris Lowman	617	524-4710
Phase II West WTP	OWNER	City of Boynton Boh	Robert Kenyon	518	375-8111
	DESIGNER	CH2M Hill, Inc.	Steve Lavinder	954	428-8112
	GC	Interstate Engineering	Scott Blair	581	384-4345
CSO Modifications	OWNER	City of Bangor	John Murphy	207	845-4400
	DESIGNER	CH2M Hill, Inc.	Ned Johnson	703	471-1441
	GC	Interstate Engineering	Robert Cook	508	744-8883
Forrest River Park Pool Renov.	OWNER	City of Salem	Stanley Bornstein	978	745-9595
	DESIGNER	Weston & Sampson	John Ellis	978	532-1900
	GC	Barletta Engineering	Chris Barletta	617	524-4710
Methuen WTP	OWNER	City of Methuen	Mark Riopelle	978	794-3286
	DESIGNER	CDM	Dave Polcarl	617	252-8415
	GC	Interstate Engineering	Joel Leinson	978	744-8883
Weymouth Phase 1&2	OWNER	City of Weymouth	Stephen Olson	781	337-5100
	DESIGNER	SEA Consultants	Sarah McConnell	617	498-4894
	GC	Interstate Engineering	Joel Leinson	978	744-8883
Carter St. PS	OWNER	City of Chelsea	Andrew DeSantis	617	889-8376
	DESIGNER	Weston & Sampson	John Ellis	978	977-0110
	GC	Interstate Engineering	Joel Leinson	978	744-8883
Hogan Regional	OWNER	Comm. of MA	David Chan	617	624-7881
	DESIGNER	Weston & Sampson	Laurie Toscano	978	532-1900
	GC	Interstate Engineering	Ron Katz	978	744-8883
G.T. Lohmeyer WWTP	OWNER	City of Ft. Lauderdale	Michael Just	954	523-1002
	DESIGNER	CH2M Hill, Inc.	Bruce Cole	352	335-5877
	GC	Interstate Engineering	Robert Cook	561	394-4345
Worcester St. Pump Station	OWNER	Springfield W&S Commission	Joe Supemcau	413	787-6206
	DESIGNER	Camp Dresser & McKee	John Regan	508	798-4252
	GC	Daniel O'Connell's Sons	Gordon Jobe	413	534-5867
Winthrop PS, Winthrop, MA	OWNER	Town of Winthrop	Shawn	617	848-1341
	DESIGNER	Weston & Sampson	John Ellis	978	977-0110
	GC	Interstate Engineering	Joel Leinson	978	744-8883
Weymouth Phase III	OWNER	City of Weymouth	Stephen Olson	781	337-5100
	DESIGNER	SEA Consultants	Sarah McConnell	617	498-4894
	GC	Interstate Engineering	Joel Leinson	978	744-8883
Carbon Filter, Danvers, MA	OWNER	Town of Danvers	Richard Rogers	978	777-2658
	DESIGNER	Earth Tech	Robert Yaraslas	978	371-4000
	GC	Interstate Engineering	Joel Leinson	978	744-8883
Dunedin WTP, Dunedin FL	OWNER	City of Dunedin	Doug Hutchens	727	738-1874
	DESIGNER	Boyle Engineering	Steve Duranceau	407	442-3886
	GC	Interstate Engineering	Bob Cook	561	394-4345
Scada System, Newton, MA	OWNER	City of Newton	Jay Fink	617	552-7001
	DESIGNER	Weston & Sampson	John Ellis	978	977-0110
	GC	Interstate Engineering	Bob Cook	978	744-8883

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PROJECT TITLE		COMPANY NAME	CONTACT NAME	AREA TEL. #
Wellfield Improvements, Dracut, MA	OWNER	Dracut Water Supply Dist	Bill Ziellinski	978-957-0441
	DESIGNER	Weston & Sampson	Vonnle Morann	517-845-8434
	GC	Interstate Engineering	Ron Katz	978-744-8883
W8 Strainer, Winthrop, MA	OWNER	MWRA	Kevin Feeley	617-242-6000
	DESIGNER	MWRA	Kevin Feeley	617-242-6000
	GC	Interstate Engineering	Roger Matheson	978-744-8883
Metrowest Water Supply Tunnel	OWNER	MWRA	Frank DePaola	617-242-6000
	DESIGNER	Sverdrup Civil, Inc	Jim Carroll	617-742-8060
	GC	Barletta/O'Connell, AJV	Alan Harwood	617-423-9589
Ancillary Design Mod. Phase III (MECH)	OWNER	MWRA	Charles Button	617-242-6000
	DESIGNER	Metcalf & Eddy	John Diskin	617-246-5200
	GC	Zoppo/Interstate Eng. AJV	John Leach	617-344-8388
Ancillary Design Mod. Phase III (HVAC)	OWNER	MWRA	Charles Button	617-242-6000
	DESIGNER	Metcalf & Eddy	John Diskin	617-246-5200
	GC	Zoppo/Interstate Eng. AJV	John Leach	617-344-8300
Bath Iron Works	OWNER	Bath Iron Works	Walt Cantrell	207-442-4076
	DESIGNER	Moffett & Nichols	Tom Shafer	410-563-7300
	GC	Clark Builders of ME LLC	Tim Galvin	207-442-1234
WTP Expansion, Wellington, FL	OWNER	Village of Wellington	Edward Wasielecos	581-753-2430
	DESIGNER	Reese, Macon & Assoc.	William Reese	561-433-3226
	GC	Interstate Engineering	Robert Cook	581-394-4345
Draper St. PS Woburn, MA	OWNER	City of Woburn	Fred Russell	781-932-4410
	DESIGNER	Earth Tech	Joe Boccadoro	978-371-4070
	GC	Interstate Engineering	Joel Leinson	978-744-8883
Londonderry PS, NH	OWNER	AES Londonderry, LLC	Robert White	603-432-9114
	DESIGNER	Metcalf & Eddy	Scott Thibault	781-246-5200
	GC	R. Zoppo Corp.	Jim Linhan	781-344-8322
Horn Pond, Woburn, MA	OWNER	City of Woburn	Jay Corey	781-932-4400
	DESIGNER	Camp Dresser & McKee	Ed Dilorio	617-452-6691
	GC	Interstate Engineering	Ron Katz	978-744-8883
Pahokee, FL	OWNER	City of Pahokee	Kenneth Schenck	561-924-5534
	DESIGNER	Craig A. Smith Assoc.	Jay Beaton	954-782-8222
	GC	Interstate Engineering	Robert Cook	581-394-4345
Boynton Beach, FL	OWNER	City of Boynton Beach	Bob Kehyon	581-742-8320
	DESIGNER	CH2M Hill	David Schuman	954-426-4008
	GC	Interstate Engineering	Robert Cook	581-394-4345
Spring Lake, Sebring, FL	OWNER	Spring Lake Impr. District	Greg Getz	863-855-1715
	DESIGNER	Craig A. Smith Assoc.	Jay Beaton	954-782-8222
	GC	Interstate Engineering	Robert Cook	581-394-4345

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Interstate Engineering Corp., 193 Jefferson Avenue, Salem, Massachusetts
01970

_____ as Principal, hereinafter called the Principal,
and the International Fidelity Insurance Company
of 800 Hingham Street, Ste 205S, Rockland, Massachusetts 02370, a corporation duly organized under
the laws of the State of New Jersey, as Surety, hereinafter called the Surety, are held and firmly bound into
Seminole County, Florida as Obligee, hereinafter called the Obligee,
in the sum of 5% of Bid Amount

Dollars (\$ 5% of Bid Amount), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for CC-1204-03/BJC North West Service Area Flow Meters Replacement Project

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 12th day of March, 2003

Interstate Engineering Corp.

Cheryl Pike

Witness

{ Arnold Pike
Arnold Pike, President

Principal

Allen M. Ryan

Witness

International Fidelity Insurance Company

{ Donna M. Robie

Donna M. Robie

Attorney-in-Fact

Kevin Wojtowicz
Kevin Wojtowicz, Florida Resident Agent

**RIDER TO STATUTORY PUBLIC CONSTRUCTION BOND
(hereinafter "Bond")**

This Rider does hereby supplement and/or modify paragraph 2 of the attached Bond to the extent that claimants are as defined in Section 255.05(1), Florida Statutes and have provided the requisite notice and complied with the requisite time limitations as set forth in Section 255.05(2)(a)2, Florida Statutes as follows:

A claimant, except a laborer, who is not in privity with the contractor shall, before commencing or not later than 45 days after commencing to furnish labor, materials, or supplies for the prosecution of the work, furnish the contractor with a notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the contractor and who has not received payment for his or her labor, materials, or supplies shall deliver to the contractor and to the surety written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment. The notice of nonpayment may be served at any time during the progress of the work or thereafter but not before 45 days after the first furnishing of labor, service, or materials, and not later than 90 days after the final furnishing of the labor, services, or materials by the claimant or, with respect to rental equipment, not later than 90 days after the date that the rental equipment was last on the job site available for use. No action for the labor, materials, or supplies may be instituted against the contractor or the surety unless both notices have been given. An action, except for an action exclusively for recovery of retainage, must be instituted against the contractor or the surety on the payment bond or the payment provisions of a combined payment and performance bond within one year after the performance of the labor or completion of delivery of the materials or supplies. An action exclusively for recovery of retainage must be instituted against the contractor or the surety within one year after the performance of the labor or completion of delivery of the materials or supplies, or within 90 days after the contractor's receipt of final payment (or the payment estimated containing the owner's final reconciliation of quantities if no further payment is earned and due as a result of deductive adjustments) by the contractor or surety, whichever comes last. A claimant may not waive in advance his or her right to bring an action under the bond against the surety. In any action brought to enforce a claim against a payment bond under this section, the prevailing party is entitled to recover a reasonable fee for the arbitration, in an amount to be determined by the court, which fee must be taxed as part of the prevailing party's costs, as allowed in equitable actions.

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

FRANK J. SMITH, ELLEN J. YOUNG, DONNA M. ROBIE, CHRISTINA D. HICKEY, FRANK W. ENGLAND,
WILLIAM J. DOBBINS, JR, PAUL C. COOK, JR., EILEEN M. RYAN

Natick, MA.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

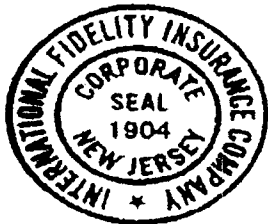
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



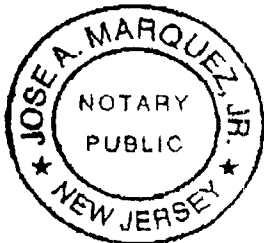
IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 31st day of August, A.D. 1998.

STATE OF NEW JERSEY
County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPANY

[Signature]
Secretary

On this 31st day of August 1998, before me came the individual who executed the preceding instrument, to me personally known, and, being duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the said affixed said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

[Signature]

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2000

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

12th day of March 2003

[Signature]
Assistant Secretary